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16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA  
18 WESTERN DIVISION

19 Mayra Lopez,

20 Plaintiff,

21 vs.

22 Casa Linda Furniture Company, Inc.,

23 Defendant.

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

1. THE TELEPHONE CONSUMER PROTECTION ACT;
2. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT

**JURY TRIAL DEMANDED**

1 Plaintiff, Mayra Lopez (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against Casa Linda Furniture Company, Inc. (hereafter  
3 “Defendant”) and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s repeated violations of the  
7 Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), and repeated  
8 violations of the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788,  
9 *et seq.* (“Rosenthal Act”).  
10  
11

12 2. Jurisdiction of this Court arises under 47 U.S.C. § 227(b)(3), Cal. Civ.  
13 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
14

15 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
16 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
17 where Defendant transacts business in this district.  
18

19 **PARTIES**

20 4. Plaintiff is an adult individual residing in Los Angeles, California, and is  
21 a “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
22

23 5. Plaintiff is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

24 6. Defendant is a business entity located in Los Angeles, California, and is a  
25 “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code §  
26 1788.2(g).  
27  
28

1           7. Defendant, in the ordinary course of business, regularly, on behalf of  
2           itself or others, engages in the collection of consumer debts, and is a “debt collector”  
3           as defined by Cal. Civ. Code § 1788.2(c).  
4

5  
6                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**

7           8. Plaintiff is a natural person allegedly obligated to pay a debt asserted to  
8           be owed to Defendant.  
9

10          9. Plaintiff’s alleged obligation arises from a transaction in which property,  
11          services or money was acquired on credit primarily for personal, family or household  
12          purposes and is a “consumer debt” as defined by Cal. Civ. Code § 1788.2(f).  
13

14          10. At all times mentioned herein where Defendant communicated with any  
15          person via telephone, such communication was done via Defendant’s agent,  
16          representative or employee.  
17

18          11. At all times mentioned herein, Plaintiff utilized a cellular telephone  
19          service and was assigned the following telephone number: 323-XXX-2245 (hereafter  
20          “Number”).  
21

22          12. Defendant placed calls to Plaintiff’s Number in an attempt to collect a  
23          debt.  
24

25          13. The aforementioned calls were placed using an automatic telephone  
26          dialing system (“ATDS”) and/or by using an artificial or prerecorded voice  
27          (“Robocalls”).  
28

1           14. Upon answering Defendant's calls, Plaintiff was met with a prerecorded  
2 message requesting a return call.  
3

4           15. In addition, Defendant excessively called Plaintiff's work telephone  
5 (818-XXX-7341) (hereafter "Work Number") in its attempt to collect the alleged debt  
6 from Plaintiff.  
7

8           16. On multiple occasions, Plaintiff demanded all calls to her Number and to  
9 her Work Number cease.  
10

11           17. Despite Plaintiff unequivocal demand that Defendant cease calling,  
12 Defendant continued to call Plaintiff's Number and her Work Number at an excessive  
13 and harassing rate.  
14

15           18. On one occasion and during a live conversation, Defendant threatened to  
16 show up at Plaintiff's place of employment.  
17

18           19. On another occasion, Defendant sent a facsimile to Plaintiff's place of  
19 employment inquiring about Plaintiff's wages and hiring date.  
20

21           20. Defendant's facsimile revealed Plaintiff's Social Security number in  
22 plain sight, for any of Plaintiff's co-workers to see.  
23

24           21. Furthermore, Defendant contacted members of Plaintiff's family in its  
25 attempt to collect the alleged debt and did so for purposes other than to obtain location  
26 information regarding Plaintiff.  
27

28           22. On one occasion, Defendant outrageously sent a representative directly to  
the home of Plaintiff's parents.



1 consent to do so, or such consent was effectively revoked when Plaintiff requested  
2 that Defendant cease all further calls.  
3

4 30. Defendant continued to willfully call Plaintiff's Number using an ATDS  
5 and/or Robocalls, knowing that it lacked the requisite consent to do so in violation of  
6 the TCPA.  
7

8 31. The TCPA creates a private right of action against persons who violate  
9 the Act. *See* 47 U.S.C. § 227(b)(3).  
10

11 32. As a result of each call made in violation of the TCPA, Plaintiff is  
12 entitled to an award of \$500.00 in statutory damages.  
13

14 33. As a result of each call made knowingly and/or willingly in violation of  
15 the TCPA, Plaintiff may be entitled to an award of treble damages.  
16

## 17 COUNT II

### 18 VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION 19 PRACTICES ACT, Cal. Civ. Code § 1788, et seq.

20 34. Plaintiff incorporates by reference all of the above paragraphs of this  
21 complaint as though fully stated herein.  
22

23 35. The Rosenthal Act was passed to prohibit debt collectors from engaging  
24 in unfair and deceptive acts and practices in the collection of consumer debts.  
25

26 36. Defendant caused Plaintiff's telephone to ring repeatedly or continuously  
27 to annoy Plaintiff, in violation of Cal. Civ. Code § 1788.11(d).  
28

37. Defendant communicated with Plaintiff's employer over the telephone for a purpose other than to verify Plaintiff's employment without first sending a written communication, in violation of Cal. Civ. Code § 1788.12(a).

38. Defendant communicated with Plaintiff's family regarding the alleged consumer debt and for a purpose other than to locate the Plaintiff, in violation of Cal. Civ. Code § 1788.12(b).

39. Defendant did not comply with the provisions of 15 U.S.C. § 1692, *et seq.*, in violation of Cal. Civ. Code § 1788.17.

40. Plaintiff was harmed and is entitled to damages as a result of Defendant's violations.

## **PRAAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendant for:

- A. Statutory damages of \$500.00 for each call determined to be in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3);
- B. Treble damages for each violation determined to be willful and/or knowing under the TCPA pursuant to 47 U.S.C. § 227(b)(3);
- C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);
- D. Statutory damages of \$1,000.00 for knowingly and willfully committing violations pursuant to Cal. Civ. Code § 1788.30(b);

1 E. Costs of litigation and reasonable attorneys' fees pursuant to Cal. Civ.

2 Code § 1788.30(c);

3  
4 F. Punitive damages; and

5 G. Such other and further relief as may be just and proper.

6  
7 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

8  
9  
10 DATED: May 3, 2016

TRINETTE G. KENT

11 By: /s/ Trinette G. Kent

12 Trinette G. Kent, Esq.

13 Lemberg Law, LLC

14 Attorney for Plaintiff, Mayra Lopez